

# **EXHIBIT P**

**Makitalo, Rebecca I.**

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**From:** Adasha, Nicole  
**Sent:** Thursday, August 21, 2025 2:59 PM  
**To:** arjun.vasan@gmail.com  
**Cc:** Keech, Ryan Q.; Makitalo, Rebecca I.; Chiu, Stacey G.  
**Subject:** RE: Vasan v. Checkmate - Case No. 2:25-CV-00765-MEMF-JPR  
**Attachments:** [2025-08-21] Checkmate's Initial Disclosures.pdf

Hello,

Attached for service please find Defendant and Counterclaimant Checkmate.com, Inc.'s Disclosures.

Thank you,

**Nicole Adasha**

Sr. Practice Assistant  
K&L Gates LLP  
10100 Santa Monica Blvd S 700  
Los Angeles, California 90067  
Phone: 310-552-5057  
Fax: 310-552-5001  
[nicole.adasha@klgates.com](mailto:nicole.adasha@klgates.com)  
[www.klgates.com](http://www.klgates.com)

Ryan Q. Keech (SBN 280306)  
Ryan.Keech@klgates.com  
Stacey Chiu (SBN 321345)  
Stacey.Chiu@klgates.com  
Rebecca Makitalo (SBN 330258)  
Rebecca.Makitalo@klgates.com  
K&L GATES LLP  
10100 Santa Monica Boulevard  
Eighth Floor  
Los Angeles, California 90067  
Telephone: +1 310 552 5000  
Facsimile: +1 310 552 5001

*Attorneys for Defendant and Counter-Claimant  
CHECKMATE.COM, INC.*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ARJUN VASAN,

Plaintiff,

v.

CHECKMATE.COM, INC.,

Defendant.

CHECKMATE.COM, INC.,

Counterclaim-Plaintiff,

v.

ARJUN VASAN,

Counterclaim-  
Defendant.

Case No. 2:25-CV-00765-MEMF-JPR

Hon. Maame Ewusi-Mensah  
Frimpong

**DEFENDANT AND COUNTER-  
CLAIMANT CHECKMATE.COM,  
INC.'S INITIAL DISCLOSURES  
PURSUANT TO RULE 26(a)(1)**

**JURY TRIAL DEMANDED**

Complaint Filed: January 28, 2025  
Answer and Counterclaims Filed:  
July 9, 2025

1601358281.7

**DEFENDANT AND COUNTERCLAIMANT CHECKMATE.COM, INC.'S INITIAL  
DISCLOSURES PURSUANT TO RULE 26(A)(1)**

Pursuant to Federal Rules of Civil Procedure Rule 26(a), Defendant and Counter-Claimant Checkmate.com, Inc. (“Defendant” or “Checkmate”), by and through its undersigned counsel hereby serves its Initial Disclosures on Plaintiff Arjun Vasan (“Plaintiff” or “Vasan”) based upon the information readily available to Checkmate at this time.

**PRELIMINARY STATEMENT**

In making these Initial Disclosures, Checkmate does not represent that it has identified every witness, document, or thing that it may use to support its claims or defenses in this action. Discovery is ongoing and these disclosures are based on information reasonably available to Checkmate at this time. Checkmate expressly reserves its rights: (a) to make subsequent revision, supplementation, or amendment to these disclosures based upon any information, evidence, documents, facts, or things that hereafter may be discovered, or the relevance of which hereafter may be discovered, and (b) to identify, produce, introduce, or rely upon additional or subsequently identified, acquired, or discovered writings, evidence, and information at trial or in any pretrial proceedings held in this case.

Checkmate objects to any disclosure of information or documents beyond that required by the Federal Rules of Civil Procedure, the Federal Rules of Evidence, the Local Rules of the United States District Court for the Central District of California, or other applicable law. Checkmate expressly preserves all of the protections afforded to it, and does not provide any information protected from disclosure, by the attorney-client privilege, the attorney work product doctrine, tax privilege, or any other privilege or immunity. Any information provided by Checkmate in connection with these disclosures remains subject to all objections as to competence, relevance, materiality, and admissibility, and to any other objections on any grounds that would require the exclusion thereof if such information were offered into evidence, and Checkmate expressly reserves all such objections and grounds.

**INITIAL DISCLOSURES**

**1. WITNESSES**

The following individuals are likely to have discoverable information that Checkmate may use to support its claims and defenses in this action:

**A. Vishal Agarwal**

Mr. Agarwal may be contacted through undersigned counsel.

Mr. Agarwal is the founder and CEO of Checkmate. Mr. Agarwal is likely to have knowledge of the VoiceBite transaction, pursuant to the Merger Agreement and related agreements, underlying Checkmate's counterclaims; the representations that Plaintiff made in relation to the VoiceBite transaction; the agreements underlying Plaintiff's claims; Plaintiff's communications and behavior throughout and thereafter employment at Checkmate, including Plaintiff's communications with a competitor of Checkmate; and other matters relevant to Checkmate's claims and defenses

**B. Michael Bell**

Mr. Bell may be contacted through undersigned counsel.

Mr. Bell is the Chief of Strategy of Checkmate. Mr. Bell is likely to have knowledge of the VoiceBite transaction, pursuant to the Merger Agreement and related agreements, underlying Checkmate's counterclaims; the representations that Plaintiff made in in relation to the VoiceBite transaction; the agreements underlying Plaintiff's claims; Plaintiff's communications and behavior throughout and thereafter employment at Checkmate, including Plaintiff's communications with a competitor of Checkmate; and other matters relevant to Checkmate's claims and defenses.

**C. Amy Brown**

Ms. Brown may be contacted through undersigned counsel.

Ms. Brown is the Vice President of Human Resources at Checkmate. Ms. Brown is likely to have knowledge of the VoiceBite transaction, pursuant to the Merger Agreement and related agreements, underlying Checkmate's counterclaims;

1 the agreements underlying Plaintiff's claims and related communications; Plaintiff's  
2 communications and behavior throughout and thereafter employment at Checkmate,  
3 including Plaintiff's communications with a competitor of Checkmate; and other  
4 matters relevant to Checkmate's claims and defenses.

5 **D. Christopher Lam**

6 9 Lamay Crescent  
7 Toronto, Ontario, M1X 1J2, Canada

8 Mr. Lam is a co-founder of VoiceBite. Mr. Lam is likely to have knowledge  
9 of the VoiceBite transaction, pursuant to the Merger Agreement and related  
10 agreements, underlying Checkmate's counterclaims; Plaintiff's communications  
11 relating to the VoiceBite transaction; the authorship and ownership of the VoiceBite  
12 code; Plaintiff's communications and behavior throughout and thereafter Plaintiff's  
13 employment at Checkmate; and other matters relevant to Checkmate's claims and  
14 defenses.

15 **E. Robert Nessler**

16 1149 Hollyhead Lane  
17 Cupertino, CA 95014

18 Mr. Nessler is a co-founder of VoiceBite. Mr. Nessler is likely to have  
19 knowledge of the VoiceBite transaction, pursuant to the Merger Agreement and  
20 related agreements, underlying Checkmate's counterclaims; the authorship and  
21 ownership of the VoiceBite code; agreements relating to the VoiceBite code;  
22 Plaintiff's previous company CyborgOPS and any agreements relating thereto;  
23 Plaintiff's agreements and communications with Presto Automation; agreements  
24 with VoiceBite and Plaintiff; communications relating to the VoiceBite transaction;  
25 Plaintiff's communications and behavior throughout and thereafter Plaintiff's  
26 employment at Checkmate; and other matters relevant to Checkmate's claims and  
27 defenses.

1           **F. Arjun Vasan**

2           12615 193rd Street

3           Cerritos, CA 90703

4           Telephone: (562) 900-6541

5           Mr. Vasan is the Plaintiff and Counterclaim-Defendant in this action. Mr.  
6 Vasan was a co-founder of VoiceBite and was employed by Checkmate during the  
7 relevant time period. Mr. Vasan is likely to have knowledge of the VoiceBite  
8 transaction, pursuant to the Merger Agreement and related agreements, underlying  
9 Checkmate's counterclaims; the representations he made to Checkmate in connection  
10 with the VoiceBite transaction; any agreements relating to the VoiceBite code; his  
11 previous company CyborgOPS and any agreements relating thereto; Vasan  
12 Varadarajan's role at CyborgOPS; Vasan Varadarajan's authorship and ownership of  
13 the VoiceBite code; agreements and communications with Presto Automation;  
14 agreements between himself and VoiceBite; communications relating to the  
15 VoiceBite transaction; the agreements underlying Plaintiff's claims and related  
16 communications; own communications and behavior throughout and thereafter his  
17 employment at Checkmate, including his communications with a competitor of  
18 Checkmate; and other matters relevant to Checkmate's claims and defenses.

19           **G. Vasan Varadarajan**

20           12615 193rd Street

21           Cerritos, CA 90703

22           Mr. Varadarajan is Plaintiff's father and alleges that he worked in conjunction  
23 with Plaintiff in connection with the claims and defenses in this action. Mr.  
24 Varadarajan is likely to have knowledge of the authorship and ownership of the  
25 VoiceBite code; any agreements between himself and VoiceBite; documents and  
26 communications relating to the VoiceBite transaction; documents and  
27 communications regarding the VoiceBite code; his role at CyborgOPS; agreements  
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1 and communications between CyborgOPS and Presto Automation; Plaintiff's  
2 employment with Checkmate; Plaintiff's communications and behavior throughout  
3 and thereafter his employment at Checkmate; Plaintiff's previous employment; and  
4 other matters relevant to Checkmate's claims and defenses.

5 **H. Latha Vasan**

6 12615 193rd Street

7 Cerritos, CA 90703

8 Ms. Vasan (possibly also known as "Latha Varadarajan") is Plaintiff's mother  
9 and, according to Plaintiff, is likely to have knowledge of the VoiceBite transaction  
10 and related communications, pursuant to the Merger Agreement and related  
11 agreements, underlying Checkmate's counterclaims; Vasan's prior employment  
12 history; documents and communications relating to CyborgOPS; documents and  
13 communications related to Presto Automation; Plaintiff's employment with  
14 Checkmate; Plaintiff's communications and behavior throughout and following his  
15 employment at Checkmate, including Plaintiff's communications with a competitor  
16 of Checkmate; and other matters relevant to Checkmate's claims and defenses.

17 **I. Bill Healey**

18 Last known address:

19 985 Industrial Road, Suite 205

20 San Carlos, CA 94070

21 Mr. Healey is the current Chief Technology Officer at Presto (possibly also  
22 known as "Presto Automation"). Mr. Healey is likely to have knowledge of  
23 documents and communications relating to Presto's acquisition of CyborgOps; the  
24 authorship and ownership of the VoiceBite code; and other matters relevant to  
25 Checkmate's claims and defenses.

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1           **J. Krishna Gupta**

2           Last known address:

3           307 Harvard Street,  
4           Cambridge, MA 02139

5           Mr. Gupta is the Co-founder and Chairman of Presto. Mr. Gupta is likely to  
6           have knowledge of documents and communications relating to Presto's acquisition  
7           of CyborgOps; the authorship and ownership of the VoiceBite code; and other  
8           matters relevant to Checkmate's claims and defenses

9           **K. Adam Ahmad**

10          Last known address:

11          3790 El Camino Real, Unit #506  
12          Palo Alto, CA 94306

13          Mr. Ahmad is the Founder and Chief Executive Officer of Kea.ai (possibly  
14          also known as "Kea" or "Kea Cloud"). Mr. Ahmad is likely to have knowledge of  
15          Plaintiff's prior employment history and Plaintiff's conduct, communications and  
16          behavior during Plaintiff's employment and/or tenure at Kea.ai.

17          **L. Mansour Movahhedinia**

18          Mr. Movahhedinia may be contacted through undersigned counsel.

19          Mr. Movahhedinia is a Senior Legal AI/ML Engineer at Checkmate. Mr.  
20          Movahhedinia is likely to have knowledge of the VoiceBite code; Plaintiff's  
21          employment with Checkmate; Plaintiff's communications and behavior throughout  
22          and thereafter employment at Checkmate; and other matters relevant to Checkmate's  
23          claims and defenses.

24          In addition to the individuals identified above, the following individuals may  
25          have discoverable information that Checkmate may use to support its claims or  
26          defenses: (i) persons deposed during this litigation and persons identified during such  
27          depositions; (ii) persons identified in Plaintiff's Initial Disclosures, who may be  
28

1 contacted either through Plaintiff or any counsel eventually retained by Plaintiff; and  
2 (iii) other individuals employed by and/or affiliated with Checkmate or Plaintiff.

3 Checkmate will identify any testifying expert witnesses as required by Federal  
4 Rules of Civil Procedure Rule 26(a)(2) and the Scheduling Order issued in this case.

5 **2. DOCUMENTS, ELECTRONICALLY STORED INFORMATION, AND**  
6 **TANGIBLE THINGS**

7 Based upon information reasonably available to Checkmate at this time,  
8 Checkmate identifies the following categories of documents, electronically stored  
9 information, and tangible things that are in the possession, custody, or control of  
10 Checkmate and which may be used to support its claims or defenses, unless solely  
11 for impeachment. Checkmate reserves the right to supplement and/or amend this  
12 information.

- 13 1. The Intellectual Property Acknowledgement entered into by the parties on  
14 April 30, 2024;
- 15 2. The Assignment of IP and Other Assets entered into by the parties on April  
16 30, 2024;
- 17 3. The Non-Compete Agreement entered into by the parties;
- 18 4. The Offer Letter and Bonus Agreement entered into by the parties;
- 19 5. Any other contracts between the parties;
- 20 6. Documents and communications relating to the negotiation of the above  
21 and any other contracts between the parties;
- 22 7. The VoiceBite code;
- 23 8. Plaintiff's employment records at Checkmate;
- 24 9. Documents and communications relating to Plaintiff's employment with  
25 and at Checkmate;
- 26 10. Plaintiff's communications with a competitor or competitors of Checkmate;
- 27 11. Documents and communications relating to the authorship of the  
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VoiceBite code;

12. Documents and communications relating to the ownership of the VoiceBite code;

13. Documents and communications relating to the transfer of ownership of the VoiceBite code;

14. Documents and communications relating to the creation or development of the VoiceBite Code, including documents and communications relating to the purported creation or development of the VoiceBite Code as communicated to Checkmate during the relevant time period;

15. Documents and communications identifying the authors or creators of the VoiceBite Code;

16. Documents and communications relating to any agreements based on or involving the VoiceBite Code, including but not limited to licensing agreements, assignments of intellectual property, or any transfers of ownership; and

17. Documents and communications relating to the VoiceBite shareholders.

### **3. COMPUTATION OF DAMAGES**

Checkmate seeks damages for its claims of breach of contract, breach of the implied covenant of good faith and fair dealing, fraud, and negligent misrepresentation. Checkmate further seeks a declaratory judgment that Plaintiff is disentitled to further compensation under the parties' agreements and relevant law and that Plaintiff is required to indemnify Checkmate for losses incurred as a result of Plaintiff's conduct; payment of the full costs of this action, including attorney's fees, to the fullest extent permitted by the relevant agreements and law; recovery of pre- and post-judgment interest; and any such other and further relief, in law or in equity, to which Checkmate may be entitled or which the Court may deem just and proper.

1       **4.    INSURANCE AGREEMENT**

2           To the best of Checkmate's current knowledge, it has no insurance coverage  
3 that could relate to the claims in this action. Checkmate's investigation is ongoing  
4 and Checkmate expressly reserves the right to amend, supplement, or modify this  
5 disclosure as appropriate, if it becomes aware of such a policy.

6  
7  
8       Date: August 21, 2025

K&L GATES LLP

9                               /s/ Rebecca I. Makitalo

10                              Ryan Q. Keech (SBN 280306)  
11                              Stacey Chiu (SBN 321345)  
12                              Rebecca I. Makitalo (SBN 330258)  
13                              10100 Santa Monica Boulevard, 8th Floor  
14                              Los Angeles, California 90067  
15                              Telephone: 310.552.5000  
16                              Facsimile: 310.552.5001

17                              *Attorneys for Defendant and Counter-*  
18                              *Claimant CHECKMATE.COM INC..*

**PROOF OF SERVICE**

I am employed in the County of Los Angeles, State of California, over the age of eighteen years, and not a party of the within action. My business address is 10100 Santa Monica Blvd. 8th Floor Los Angeles, CA 90067.

On **August 21, 2025** , I served the foregoing document(s) described as:

- **DEFENDANT AND COUNTER-CLAIMANT  
CHECKMATE.COM, INC.'S INITIAL DISCLOSURES  
PURSUANT TO RULE 26(a)(1)**

on the interested parties in this action as follows:

Arjun Vasan  
Email: arjun.vasan@gmail.com

*Plaintiff Pro Se*

☒ **(BY ELECTRONIC MAIL)** Pursuant to C.R.C. 2.251 or agreement by all parties, I served the described document(s) by emailing it to each of the aforementioned electronic mail addresses and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 21, 2025**, at Los Angeles, California.

/s/Nicole Adasha  
Nicole Adasha